



CITY OF CHICAGO

DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION

AGREED PLAN TO SAFELY REOPEN

LICENSEE: The Ballroom, LLC d/b/a The Ballroom

PREMISES: 6351-6359 South Cottage Grove, Chicago, IL 60637

LICENSES: Retail Food Establishment (1006), Public Place of Amusement (1050), Consumption on Premises – Incidental Activity (1475)

ACCOUNT No.: 282765-2

Pursuant to the Chicago Municipal Code Section 4-60-040(h), the City of Chicago Department of Business Affairs and Consumer Protection, the Local Liquor Control Commission, and the above-named Licensee have agreed to the following conditions to assure that the operation of Licensee's business will not cause a deleterious impact on the health, safety, and welfare of the community.

1. **Capacity, Prohibited Gatherings & Social Distancing:** The State of Illinois and City of Chicago have in effect mandates against indoor dining. When allowed to reopen for indoor dining, Licensee will strictly enforce the limits on the maximum allowable patrons to use the interior as required by applicable mandates set by the City of Chicago or the State of Illinois. When entering the Premises, Licensee will ensure that its customers are able to remain at least six (6) feet apart by providing physical guides such as tape on the floor. Physical barriers such as sneeze guards and partitions shall be placed at the host table and the coat check area.

Licensee will not permit the volume of indoor music to interfere with employees' or customers' abilities to practice social distancing while talking or taking orders. While inside for allowed indoor dining, all tables will remain not less than six (6) feet apart. Licensee's largest tables will be limited to six (6) people per table (or to a lesser amount as may be required by applicable laws and ordinances) while maintaining standard social distancing requirements. Licensee will funnel all customer entry and exits to one point (except for in emergency situations) in order to maintain accurate count of total capacity at all times. In addition, management and security will manage customers entering and exiting to maintain social distancing. Security or staff members responsible for monitoring occupancy shall utilize handheld counting clickers to track customers entering

and exiting the premises. Except during ingress and egress, and utilizing washrooms and hand sanitizing facilities, Licensee will require all customers to remain seated.

2. **Encouraging Limited Interactions:** If practical, Licensee will encourage cashless payment methods, encourage reservations to minimize waiting and facilitate time to clean and sanitize, encourage customers to remain in their vehicles while waiting to be seated, and seat customers immediately upon entry to minimize waiting lines or gatherings in waiting areas. During operating hours, in the event that the Premises shall reach maximum capacity Licensee will employ a sufficient number of personnel with appropriate training to supervise any customers waiting lines to enter the Premises. Said personnel will monitor and supervise compliance with, and enforcement of, the health and safety measures set forth in and referred to in this Agreed Plan to Safely Reopen (the "Plan"), including any and all applicable government laws, ordinances, rules, guidelines and orders that may be in force from time to time, including the wearing of masks over nose and mouth and Social Distancing requirements. If any of those waiting in line are not willing to comply with said health and safety measures, they will be encouraged by Licensee to depart by Licensee's personnel.
3. **Customer and Employee Entry to Premises:** Licensee's staff will ensure that all persons (customers, non-customers, staff) other than those with a medical condition preventing the proper wearing of a mask, have and where a mask upon entering the Premises. If a customer does not have a mask, the Licensee will offer one to the customer free of charge. Each customer's temperature will be taken at the door and anyone with a fever as defined by the Centers for Disease Control and Prevention ("CDC") will be denied access to the Premises. The CDC defines a fever as a temperature of 100.4 degrees or higher. All employees will be encouraged to self-identify symptoms before leaving home and to stay at home if symptomatic. Entry to the Premises will be denied to anyone with displayed or self-identified symptoms of Covid-19. With regard to each of its employees, Licensee will, subject to applicable laws and ordinances, and in a manner prescribed by the Commission of Health for each day an employee reports to work at the start of every work shift ask the employee the following questions to serve a self-screening protocol: (1) have you had a body temperature over 100 degrees Fahrenheit or have you used a fever reducer in the previous 24 hours to treat a body temperature over 100 degrees Fahrenheit? (2) Do you have a new cough that you cannot attribute to another health condition? (3) Do you have a new sore throat that you cannot attribute to another health condition? (4) Do you have new shortness of breath that you cannot attribute to another health condition? Each employee's temperature will be taken when they arrive for their shift. Employees with a fever as defined by the CDC or that otherwise exhibit symptoms of illness or that report that they are not feeling well shall not be allowed to come to work. In the event that Licensee learns that any of Licensee's employees have tested positive for Covid-19 or that any employee has come in close contact with someone that has tested positive for Covid-19, Licensee shall not allow that employee at the business. Licensee will inform fellow employees of their possible exposure but maintain confidentiality as required by the Americans with Disabilities Act. Licensee will instruct all other employees to self-monitor for symptoms. Licensee will identify where the infected employee worked, as well as those individuals –

including colleagues, customers, visitors and vendors – the infected employee came into contact with during the 14 days (or any other timeframe issued by the CDC) prior to testing positive or first displaying symptoms.

4. **Hand Washing & Sanitizing:** Sanitation or hand washing facilities shall be made readily available to each customer. Licensee shall provide hand sanitation stations at no less than six stations including throughout the Premises including at the entry, the coat check station, the restrooms, and throughout the ballroom and dining area. In addition, Licensee will provide supplies and accommodations that allow employees to follow hand washing and other sanitation procedures and require employees to follow such procedures at reasonably regular intervals; Employees will receive training on how to wash their hands. All staff will be reminded during pre-shift meetings that that hands must be washed at least every 30 minutes, or as often as required (e.g. contact with contaminant splash, surfaces or items). Licensee will implement a zero-tolerance for staff members who do not abide.
5. **Protective Gear:** In all common spaces of the Premises (indoor, outdoor, and bathrooms) where customers are permitted, face coverings will be worn (over nose and mouth) by all customers or others visiting the Premises (except in those situations where otherwise permitted by applicable law, ordinance or government mandate). Customers will be permitted to remove their masks only while seated and actively eating and/or drinking. Licensee will ensure that every employee who interacts with customers and is able to medically tolerate a mask is wearing a mask for the duration of a shift. Employees will receive training on how to wear and properly remove PPE, will be provided gloves in accordance with standard food handling guidelines, and ensure any dishwashers have access to equipment to protect eyes, nose and mouth from contaminant splash (face coverings, protective glasses, and/or face shields).
6. **Visual Guidance:** Licensee will maintain and provide visual guidance throughout the Premises on hygiene standards for customers and employees and entry requirements including social distancing and floor markers; Licensee will post outside the Premises non-verbal agreement, guidelines and/or criteria for customers to enter the Premises; Licensee will clearly mark any area (waiting lines, restrooms, etc.) where customers or employees line-up with appropriate physical distancing guidance. Licensee will provide signage for any 3rd party delivery services on its process for redeeming orders; and if practical, Licensee will use digital messaging or communication boards for pre-shift communications.
7. **Cleaning & Sanitation:** Licensee will continue to utilize its own employees and continue to hire an outside firm to thoroughly clean and sanitize its Premises high-touch areas and other surfaces. Licensee will thoroughly clean and sanitize its Premises prior to opening and upon opening throughout the day. High touch front of house areas will be sanitized every 30 minutes and back of house between tasks. Bathrooms will be monitored, cleaned and sanitized regularly. Staff will be trained to ensure safe and proper application of disinfectants. Licensee will provide disposable table items where possible (e.g. menus, containers, condiments), clean and sanitize non-disposable table

items after each use (e.g. menus, containers, tables, chairs) and if practical used fixed menu boards or digital menus.

8. **Hours of Operation:** Licensee may be open to the public and shall only operate its business during the legally permissible hours of operation under its then current licenses in accordance with the Municipal Code of the City of Chicago and any and all other applicable governmental laws, ordinances, rules, guidelines and orders that may be in force from time to time. Specifically, Licensee will (a) cease all sales of alcoholic liquor for consumption on the premises between 11:00pm and the hour which the Licensee is permitted to resume alcoholic liquor sales under Section 4-60-130 of the Chicago Municipal Code, and (b) Licensee will cease operation between 11:00pm and the legally established hour of opening. Licensee will lock the doors to the business at 11:00pm. During the hours of closing, no person shall be permitted to remain inside the business or Premises. Last call shall be announced not less than 30 minutes prior to the applicable closing time of Licensee's business. Licensee shall maintain a roster at the business of all current employees.
9. **Revised Requirements:** To the extent any or all of the provisions, laws, rules, regulations, guidelines, orders and/or provisions applicable to and imposed on the Licensee and its business by the State of Illinois and/or the City of Chicago (collectively the "Requirements"), including those Requirements enacted as a result of Covid-19, are revised, the Licensee shall thereafter comply with Requirements, and so long as Licensee shall be in compliance with said revised Requirements the Licensee shall not be deemed to be in default of its obligations under this Plan. When, as, and to the extent any or all of such Requirements (including those requiring Social Distancing, requiring face coverings to be worn over nose and mouth, and forbidding Prohibited Gatherings) are rescinded the Licensee shall no longer be required to comply with same. The operation of Licensee's business and all other conditions of the Licenses are and shall continue to be governed by the City of Chicago Municipal Code, as may be amended from time to time.

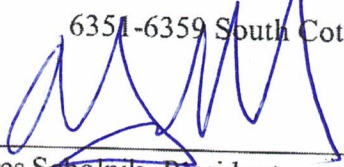
The conditions of this Plan are legally binding and may be enforced by the City of Chicago enforcement authorities under 4-6-0-040(h) of the Municipal Code of Chicago, Violation of the above-stated agreed conditions may result in the imposition of a fine and/or suspension or revocation of all business licenses issued to Licensee. Violations of the above stated agreed conditions may also result in the issuance of cease-and-desist orders prohibiting the activity which violates the conditions of the Consumption on Premises license.

The agreed conditions of this Plan shall apply to the business address of Licensee and to Licensee and to all officers, managers, members, partners and direct or indirect owners of Licensee. The sale of the business to other persons purchasing or otherwise acquiring the membership units of Licensee does not void the conditions placed on the License and any and all potential new owners of Licensee shall be subject to the same agreed conditions set forth in this Plan.


It shall be the duty of every person conducting, engaging in, operating, carrying on or managing the above-mentioned business entity to post this Plan next to the Consumption of Liquor on Premises license certificate in a conspicuous place at the business Premises.

Licensee: THE BALLROOM, LLC d/b/a The Ballroom

Premises: 6351-6359 South Cottage Grove, Chicago, IL 60637

By: 
Andres Scholnik, President
The Ballroom, LLC

1-8-21


Shannon Trotter
City of Chicago
Local Liquor Control Commissioner

Date: 1-6-2021